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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE



APPLICANT: Nigel J. Tolson

SERIAL NO.: 10/040,534

FILING DATE: December 28, 2001

TITLE: FREQUENCY SYNTHESIZER FOR DUAL MODE RECEIVER

EXAMINER: [not yet assigned]

ART UNIT: 2631

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COMMISSIONER FOR PATENTS
WASHINGTON, D.C. 20231

DECLARATION AND CONSENT OF ASSIGNEE

I hereby declare that:

I am authorized to act on behalf of the Assignee, Tropian, Inc.

The entire title to the patent application identified above is vested in the Assignee as evidenced by the attached Rule 3.73(b) Statement and accompanying Employment Agreement of the inventor, Nigel J. Tolson.

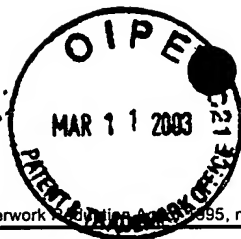
I hereby revoke any Powers of Attorney previously given in this matter and appoint the following attorneys to prosecute the above-identified patent application and to transact all business in the Patent and Trademark Office connected therewith:

Robert E. Krebs, Registration No. 25,885; David B. Ritchie, Registration No. 31,562; Marc S. Hanish, Registration No. 42,626; John P. Schaub, Registration No. 42,125; Adrienne Yeung, Registration No. 44,000; Steven J. Robbins, Registration No. 40,299; Thierry K. Lo, Registration No. 49,097; William Samuel Niece, Registration No.: 47,824; J. Davis Gilmer, Registration No. 44,711; William E. Winters, Registration No. 42,232, Masako Ando, (37 C.F.R. §10.9 (b)); and John Klaas Uilkema, Registration No. 20,282; Becky L. Troutman, Registration No. 36,703; and Hal J. Bohner, Registration No. 27,856.

Dated: 27 Feb. 2003

Name: Earl W. McCune, Jr.

Title: Chief Technical Officer
Tropian, Inc.

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Tropian, Inc.Application No./Patent No.: 10/040,534 Filed/Issue Date: December 28, 2001Entitled: Frequency Synthesizer for Dual Mode ReceiverTropian, Inc., a California corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

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states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by, percentage) of its ownership interest is _____ %

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in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

14 Feb 2003
Date

Earl W. McCune, Jr.

Typed or printed name

Earl W. McCune, Jr.
Signature

Chief Technical Officer

Title

THIS AGREEMENT is made the 24th day of January 2001 BETWEEN **TROPIAN INC (EUROPE)** of Lower Woodend Barns, Fawley, Henley-On-Thames, RG9 6JF (referred to in this Agreement as "the Employer") and Nigel Tolson of 70 Westwood Glen, Tilehurst, Reading, Berkshire, RG31 5NW, UK (referred to in this Agreement as "the Employee").

The Employer and Employee agree as follows:-

ORIGINAL

1. **JOB DESCRIPTION**

The Employer shall employ the Employee as Systems Engineering Manager. A detailed job description is set out in Schedule numbered 1 which is attached. The Employer reserves the right to vary the Employee's job description in order to meet the needs of the Employer's business.

2. **DATE OF COMMENCEMENT OF EMPLOYMENT**

The employment commenced on 19th April 1999. No employment with a previous employer will count as part of the Employee's period of continuous employment.

3. **DURATION**

3.1 The employment shall continue until ended by either the Employer or the Employee giving the other not less than three months' notice in writing to end the employment, subject always to the statutory minimum requirement or until the employment is ended under another clause of this Agreement.

3.2 The Employer may at its sole discretion end this Agreement and pay the Employee money in lieu of salary and benefits to which the Employee would be entitled under the terms of this Agreement in full satisfaction of all salary and benefits to which the Employee may otherwise be entitled. Such a payment will have PAYE tax and national insurance contributions deducted at source. The Employer shall be entitled to make appropriate deduction for any monies receivable by the Employee which would constitute money and benefits to be taken into account as mitigation of the Employee's loss at common law if the Employee's Agreement had been unlawfully terminated by the Employer.

3.3 Once notice of termination has been given (whether by the Employer or the Employee) the Employer may at any time and for any period require the Employee to cease performing all or part of his job and/or exclude him from entering any of the Employer's premises. During the Employee's notice period the Employer shall be under no obligation to assign any duties to the Employee. The Employer will continue to pay the Employee's normal basic salary and all other contractual benefits during any such period. The Employee must not work for any other person, firm,

NT Employment Contract 2001

throughout the World in respect of all copyright works and designs originated, conceived, written or made by the Employee (except only those works originated, conceived, written or made by the Employee wholly outside his normal working hours which are wholly unconnected with his employment) during the period of his employment by the Employer.

- 16.3 The Employee hereby irrevocably and unconditionally waives in favour of the Employer any and all moral rights conferred on him by Chapter IV of Part 1 of the Copyright Designs and Patents Act 1988 for any work in which copyright or design right is vested in the Employer whether by clause 16.2 or otherwise.
- 16.4 The Employer shall at the request and expense of the Employer, do all things necessary or desirable to substantiate the rights of the Employer under clauses 16.2 and 16.3.

17. INVENTIONS

- 17.1 If at any time during his employment the Employee (whether alone or with any other person or persons) makes any invention which relates either directly or indirectly to the business of the Employer, the Employee shall promptly disclose to the Employer full details, including drawings and models, of such invention which shall be deemed to be an Employer Invention to the extent allowable under governing law, in which full right, title and interest resides in the Employer.
- 17.2 If under governing law the invention is not an Employer Invention, the Employer shall treat all information disclosed to it by the Employee as the confidential property of the Employee.
- 17.3 The Employee shall hold each Employer Invention in trust for the Employer and, at the request and expense of the Employer, do all things necessary or desirable to enable the Employer or its nominee to obtain for itself the full benefit of and to secure patent or other appropriate forms of protection for the Employer Invention throughout the World.
- 17.4 Decisions as to the patenting and exploration of any Employer Invention shall be at the sole discretion of the Employer.
- 17.5 The Employee irrevocably appoints the Employer to be his attorney in his name and on his behalf to execute documents, to use the Employee's name and to do all things which may be necessary or desirable for the Employer to obtain for itself or its nominee the full benefit of the provisions of this clause, and a certificate in writing

23.4 This Agreement sets out the whole agreement between the parties and is in substitution for any previous letters of offer, letters of appointment, Agreements of employment or terms and conditions in connection with the Employee's employment by the Employer which shall be deemed to have been terminated by mutual consent.

23.5 This Agreement will be construed in accordance with English Law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts to settle any disputes which may arise in connection with this Agreement.

SIGNED for and on behalf of
TROPIAN INC (EUROPE)
The Employer

Karen A. Danna
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Date

01/02/01
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SIGNED
Nigel Tolson
The Employee

N. J. Tolson
.....

Date

24th Jan 2001
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